

The Honorable Rosanna Malouf Peterson

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Mutual Automobile Insurance Company

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT RICHLAND

TONI L. MYERS,

Plaintiff,

v.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY, a foreign corporation,

Defendant.

NO. 4:21-CV-05015-RMP

ANSWER AND AFFIRMATIVE
DEFENSES TO COMPLAINT
FOR DAMAGES AND
DEMAND FOR JURY TRIAL

Clerk's Action Required

COMES NOW defendant State Farm Mutual Automobile Insurance
Company (hereinafter "State Farm"), by and through its attorney of record,
Vasudev N. Addanki of Betts, Patterson & Mines, P.S., and answers plaintiff's
Complaint for Damages and Demand for Jury Trial as follows:

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I. PARTIES

1.1 State Farm has insufficient information to admit or deny the truth of the allegations in paragraph 1.1 and therefore denies the same.

1.2 Admitted.

II. AMOUNT IN CONTROVERSY

2.1 State Farm has insufficient information to admit or deny the truth of the allegations in paragraph 2.1 and therefore denies the same.

2.2 State Farm has insufficient information to admit or deny the truth of the allegations in paragraph 2.2 and therefore denies the same.

2.2 [sic] State Farm admits only those allegations that are consistent with the March 28, 2016 letter to State Farm and denies those allegations that are inconsistent with the March 28, 2016 letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 2.2 remain, State Farm denies them.

2.3 State Farm admits only those allegations that are consistent with the April 5, 2016 letter to plaintiff's counsel and denies those allegations that are inconsistent with the April 5, 2016 letter to plaintiff's counsel, which speaks for itself. To the extent any allegations in paragraph 2.3 remain, State Farm denies them.

2.4 State Farm admits that it issued Policy No. 2829-989-47I to Toni L. Myers as named insured. Answering further, State Farm admits only those allegations that are consistent with Policy No. 2829-989-47I and denies those allegations that are inconsistent with Policy No. 2829-989-47I, which speaks for itself. State Farm denies the remaining allegations of paragraph 2.4.

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III. JURISDICTION

3.1 Admit.

3.2 Admit.

IV. FACTS: THE UIM CLAIM

4.1 State Farm incorporates its answers to paragraphs 1.1 through 3.2 as if fully set forth herein.

4.2 State Farm admits only those allegations that are consistent with the April 4, 2019 letter to State Farm and denies those allegations that are inconsistent with the April 4, 2019 letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 4.2 remain, State Farm denies them.

4.3 State Farm admits only those allegations that are consistent with the May 31, 2019 letter to plaintiff's counsel and denies those allegations that are inconsistent with the May 31, 2019 letter to plaintiff's counsel, which speaks for itself. To the extent any allegations in paragraph 4.3 remain, State Farm denies them.

4.4 State Farm admits only those allegations that are consistent with the June 17, 2019 letter to State Farm and denies those allegations that are inconsistent with the June 17, 2019 letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 4.4 remain, State Farm denies them.

4.5 State Farm admits only those allegations that are consistent with the June 27, 2019 letter to plaintiff's counsel and denies those allegations that are inconsistent with the June 27, 2019 letter to plaintiff's counsel, which speaks for itself. To the extent any allegations in paragraph 4.5 remain, State Farm denies them.

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2 4.6 State Farm admits only those allegations that are consistent with the
3 July 15, 2019 letter to State Farm and denies those allegations that are
4 inconsistent with the July 15, 2019 letter to State Farm, which speaks for itself.
5 To the extent any allegations in paragraph 4.6 remain, State Farm denies them.

6 4.7 Denied.

7 4.8 State Farm has insufficient information to admit or deny the truth of
8 the allegations of paragraph 4.8 and therefore denies the same.

9 4.9 Denied.

10 4.10 State Farm admits only those allegations that are consistent with the
11 March 20, 2020 communication to plaintiff's counsel and denies those allegations
12 that are inconsistent with the March 20, 2020 communication to plaintiff's
13 counsel, which speaks for itself. To the extent any allegations in paragraph 4.10
14 remain, State Farm denies them.

15 **V. FACTS: THE IFCA NOTICE**

16 5.1 State Farm incorporates its answers to paragraphs 1.1 through 4.10
17 as if fully set forth herein.

18 5.2 State Farm admits only those allegations that are consistent with the
19 April 6, 2020 IFCA notice to State Farm and denies those allegations that are
20 inconsistent with the April 6, 2020 notice letter to State Farm, which speaks for
21 itself. To the extent any allegations in paragraph 5.2 remain, State Farm denies
22 them.

23 5.3 State Farm admits only those allegations that are consistent with the
24 April 6, 2020 IFCA notice to State Farm and denies those allegations that are
25 inconsistent with the April 6, 2020 notice letter to State Farm, which speaks for

1
2 itself. To the extent any allegations in paragraph 5.3 remain, State Farm denies
3 them.

4 5.4 State Farm admits only those allegations that are consistent with the
5 April 6, 2020 IFCA notice to State Farm and denies those allegations that are
6 inconsistent with the April 6, 2020 notice letter to State Farm, which speaks for
7 itself. To the extent any allegations in paragraph 5.4 remain, State Farm denies
8 them.

9 5.5 State Farm admits the first two sentences of paragraph 5.5. State
10 Farm denies the remaining allegations of paragraph 5.5.

11 **VI. FIRST CAUSE OF ACTION AGAINST STATE FARM: BREACH**
12 **OF CONTRACT**

13 6.1 State Farm incorporates its answers to paragraphs 1.1 through 5.5 as
14 if fully set forth herein.

15 6.2 State Farm admits only those duties imposed by law and therefore
16 denies any allegations in paragraph 6.2 that are inconsistent with said duties. To
17 the extent any allegations remain, State Farm denies them.

18 6.3 State Farm admits only those duties imposed by law and therefore
19 denies any allegations in paragraph 6.3 that are inconsistent with said duties. To
20 the extent any allegations remain, State Farm denies them.

21 6.4 Denied.

22 6.5 Denied.

23 6.6 Denied.

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**VII. SECOND CAUSE OF ACTION AGAINST STATE FARM:
VIOLATIONS OF THE CONSUMER PROTECTION ACT**

7.1 State Farm incorporates its answers to paragraphs 1.1 through 6.6 as if fully set forth herein.

7.2 Denied.

7.3 Denied.

7.4 Denied.

**VIII. THIRD CAUSE OF ACTION AGAINST STATE FARM:
NEGLIGENCE/BAD FAITH**

8.1 State Farm incorporates its answers to paragraphs 1.1 through 7.4 as if fully set forth herein.

8.2 State Farm admits only those duties imposed by law and therefore denies any allegations in paragraph 8.2 that are inconsistent with said duties. To the extent any allegations remain, State Farm denies them.

8.3 State Farm admits only those duties imposed by law and therefore denies any allegations in paragraph 8.3 that are inconsistent with said duties. To the extent any allegations remain, State Farm denies them.

8.4 Denied.

8.5 Denied.

8.6 Denied.

**IX. FOURTH CAUSE OF ACTION AGAINST STATE FARM:
VIOLATION OF THE INSURANCE FAIR CONDUCT ACT**

9.1 State Farm incorporates its answers to paragraphs 1.1 through 8.6 as if fully set forth herein.

9.2 Denied.

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9.3 Denied.

9.4 Denied.

X. PRAYER FOR RELIEF

1. State Farm denies plaintiff is entitled to the relief she seeks in paragraphs 1-6, inclusive.

2. Any allegation in plaintiff's Complaint not specifically addressed is hereby denied.

XI. AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of *laches*, waiver, and/or estoppel.

SECOND AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim upon which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate her damages.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff has been paid for all of her alleged damages and injuries and is not entitled to a double recovery. To the extent said damages have already been paid by State Farm, Gregory Morrison, and/or any other insurance company on his behalf or any other person's behalf, State Farm is entitled to a credit and/or offset.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's injuries and damages may have been caused in whole or in part by the negligent and/or willful conduct of other parties, including but not limited

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to Gregory Morrison, over whom State Farm has no control or right of control.

SIXTH AFFIRMATIVE DEFENSE

At all material times, State Farm's conduct was reasonable.

XII. RESERVATION OF RIGHTS

State Farm reserves its right to amend its Answer and Affirmative Defenses pursuant to any other affirmative defense disclosed through further discovery.

XIII. PRAYER FOR RELIEF

WHEREFORE, State Farm prays for judgment as follows:

1. Dismissing plaintiff's Complaint against State Farm *with prejudice*;
2. Awarding State Farm its costs and expenses, including reasonable attorneys' fees, incurred in defense of this action; and
3. Awarding to State Farm such other and further relief as the Court may deem just and proper.

DATED this 25th day of March, 2021.

BETTS, PATTERSON & MINES P.S.

By /s/ Vasudev N. Addanki
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CERTIFICATE OF SERVICE

I, Vasudev N. Addanki, hereby certify that on March 25, 2021, I electronically filed the following:

- **Answer to Complaint for Damages and Demand for Jury Trial; and**
- **Certificate of Service.**

with the Court using the CM/ECF system which will send notification of such filing to the following:

Counsel for Plaintiff Toni L. Myers

Kyle C. Olive
Olive Law Northwest, PLLC
1218 3rd Ave Ste 1000
Seattle, WA 98101-3290

DATED this 25th day of March 2021.

BETTS, PATTERSON & MINES P.S.

By /s/ Vasudev N. Addanki

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